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58-1803

27 April 1956

OGC HAS REVIEWED.

MEMORANDUM FOR : DEPUTY DIRECTOR (SUPPORT)

THROUGH : SPECIAL SUPPORT ASSISTANT - DEPUTY DIRECTOR (SUPPORT)

SUBJECT : Rental Advance - [] 25X1A9A

ACTION REQUESTED: DD/S approval is requested to reimburse (credit to advance account) [] the sum of \$608.10 under the provisions of [] paragraph 9.

25X1A9A

25X1A

1. PROBLEM:

25X1A9A Due to reasons relating to operational security and the safety
 25X1A6A of personnel, [] was directed to return to Head-
 quarters in March 1952, some three months after he arrived (20
 25X1A9A December 1951) PCS at [] At the time [] was
 25X1A6A ordered returned to Headquarters, he had paid advance rental to the
 landlord in the sum of \$608.10. The sum in question was advanced to
 25X1A9A [] by the [] Station and subsequently transferred to Head-
 25X1A6A quarters as a charge to Subject's advance account. In that he was
 25X1A6A directed to return to Headquarters at CIA convenience, though he had
 arrived in [] less than three months earlier, JOSES seeks rein-
 bursement for the sum of \$608.10 in order to preclude personal hard-
 ship.

25X1A9A

2. FACTS BEARING ON THE PROBLEM:

25X1A9A a. [] was assigned PCS [] for
 a two-year tour of duty.

25X1A6A

b. Housing meeting Western standards was scarce and in order to
 procure suitable housing, it was necessary for [] to negotiate a
 lease without an escape clause and to make advance payment of rent.
 Payment of rental in advance by CIA personnel, as well as by other

25X1

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25X1A6A

Westerners in [] was in fact in accordance with local customs. In that the lease had no escape clause, the landlord would probably have been within his legal rights to seek payment from [] for any period of the lease agreement during which the house remained 25X1A9A
unrented.

25X1A6A

c. To protect the security of the [] operations, as well as CIA personnel, it was determined that [] must leave the [] area posthaste, due to the probable detrimental effect of his continued presence beyond 15 March 1952 ([] (IN 20209)). 25X1A6A 25X1A9A 25X1A2G

25X1A6A

d. A member of the [] station attempted to sublet the house; however, his efforts were unsuccessful (see [], dated 13 March 1953 and [], dated 10 April 1953). 25X1A2G

3. CONCLUSIONS:

a. The sum of \$608.10 was paid to the landlord as advance rental, in accordance with local custom.

b. The command decision that Subject be returned to Headquarters created a situation which caused Subject subsequently to be charged, through no negligence or fault of his own, the sum of the rental advance. The loss of \$608.10 was due solely to reasons of operational security and to concern for Subject's personal safety.

4. ACTION RECOMMENDED:

That Subject's claim for \$608.10 be approved and his advance account credited.

SIGNED

[] 25X1A9A
Acting Chief, [] 25X1A8A

APPROVAL:

25X1A9A

[]

3 May 56
Date

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CONCURRENCE OR COMMENTS:

SIGNED

Amount Verified

25X1A9A

SIGNED

5/10/56

25X1A

5/15/56

MAY 18 1956
Date

(support)

*Under CFR 1.4(d)
not R 30-10*

The recommendation contained in para. 4 is approved.

25X1A

MAY 21 1956
Date

DEPUTY DIRECTOR (SUPPORT)

Acting

25X1A
25X1A

Distribution:

Addressee - Orig & 1

SSA-DD/S - 1

CFE - 1

FE/S - 1

OGC - 1

CPD - 1

FE/BF - 2

25X1A

- 1

up - 1

RI/AN - 1

1. This case does not appear to be proper for determination under [redacted], but rather under [redacted]. The assertions made by the claimant and referenced at several points in the file (see among others, Memo of 20 June 1955 to Chief, Finance), indicate that control of the property for Agency purposes was undertaken by the Station upon re-assignment of the claimant. Correspondence with the Station, although not directly in point on this question, neither affirms nor denies the plaintiff's assertion that it became Agency property upon his departure, but in context appears to affirm this assertion.

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